

**GENERAL AGREEMENT
MUTUAL AID AND ASSISTANCE FOR FIRES,
EMERGENCY MEDICAL SERVICES AND SEARCH AND RESCUE
between the
NATIONAL PARK SERVICE
and
YORK COUNTY**

This agreement is made and entered into between York County (hereinafter County), and the Department of the Interior, National Park Service (hereinafter NPS), Colonial National Historical Park (hereinafter Park) for purposes of mutual aid and assistance for fires, emergency medical services and search and rescue.

Article I. BACKGROUND AND OBJECTIVES

A. The County and the Park hereby enter into an Agreement to provide emergency mutual aid and assistance for occurrences of fires, emergency medical service (EMS) incidents and search and rescue incidents within the areas of the Park located in York County, Virginia, or within the response area of the York County Department of Fire and Life Safety and

B. The officials of the above governmental bodies have a shared interest in insuring safe communities and recognize the continued need to develop a working relationship with neighboring emergency services agencies; and

C. The above governmental bodies recognize the unique geographical relationship created because the boundaries of the park create the potential for fires or other emergency incidents to overlap jurisdictional lines; and,

D. These same public officials wish to document existing, traditional, cooperative assistance and/or verbal agreements; and

E. The Service administers the Park that was established as a unit of the National Park System, United States Department of the Interior pursuant to 16 U.S.C. 81; and

F. No new formal organizational structure, administrative or otherwise, is necessary to implement this agreement, and the functional purposes hereof are implemented through the operational procedures set forth herein; and

G. No direct financing is required by this agreement by either party; and

H. The National Park Service has determined that the Agreement herein described is compatible with the public interest.

Article II. AUTHORITY

A. 42 U.S.C. 1856a authorizes reciprocal agreements for mutual aid for fire protection with agencies maintaining fire protection facilities in the vicinity of Service property and for other property for which said agency normally provides fire protection; and

B. 16 U.S.C. 161(b)(1) authorizes the rendering of emergency rescue, fire fighting and cooperative assistance by the Service to nearby fire prevention agencies;

Article III. STATEMENT OF WORK

The Park and County mutually agree that:

A. The parties to this agreement will reciprocally provide emergency assistance upon request by the other party for a fire, EMS or search and rescue incident in their jurisdiction, subject to the availability of manpower and resources, with due consideration to circumstances of both the requesting and responding parties. Requests must be initiated by authorized personnel of the requesting agency, and can be made via radio, telephone, VCIN terminal message, or person-to-person contact. "Authorized personnel" includes emergency services personnel or dispatch center personnel from either agency

B. Emergency assistance will continue until such time that the requesting agency has enough resources on the scene to adequately control the emergency.

C. As a result of the activities authorized hereunder, NPS employees shall not, under any circumstances, be considered to be employees, agents or "borrowed servants" of the County, and County employees shall not, under any circumstances, be considered to be Federal employees, agents or "borrowed servants" of the NPS, nor shall employees of either party be entitled to any compensation or benefits from the other party for any service performed under the terms of this agreement.

D. Each party will be responsible for administration of any claim for damages or losses resulting from the actions of its own personnel when rendering assistance.

E. Each party will be responsible for its own defense of any legal actions resulting from the improper or alleged improper conduct of its own personnel

F. The cost of furnishing the services described herein shall be borne by the party furnishing such services and no claims for reimbursement shall be made upon the other party.

G. Park personnel or dispatch will advise the York County Emergency Communications Center (dispatch) of any known emergency situation, which may affect areas under the County's jurisdiction. County personnel or dispatch will advise park dispatch of any known emergency situation within the park.

H. Park employees will not be authorized to engage in activities for which they are not trained or qualified according to Service standards and guidelines.

I. The following provisions of this agreement are separated into three sections: structural and vehicle fires, wildland (forest, grass and brush) fires, and emergency medical services and search and rescue incidents.

1. Structural and Vehicle Fires

a. When the York County Department of Fire and Life Safety arrives at a structural or vehicle fire call, the Officer in Charge for the County Fire and Life Safety Department will assume overall direction of all fire fighting activities until relieved by another County Officer/Incident Commander or until the fire is extinguished and declared out.

b. All Park employees responding to the fire shall, to the best of their ability and training, assist the senior County Fire and Life Safety official/Incident Commander at the scene.

c. In the event of a fire in a museum or in a historic structure within the Park, the Superintendent or his designated representative shall be responsible for advising the senior fire official regarding any special precautions necessary to safeguard rare or valuable artifacts within the structure.

d. A Park employee will respond as promptly as possible to all fire alarms or emergency calls at a park-owned structure, to disarm intrusion alarm systems and provide access to the structure.

e. As an aid to implementing this Agreement, members of the Department of Fire and Life Safety may arrange to visit the Park, and a park representative will guide them through park structures and facilities to familiarize the members with locations affecting fire suppression and other fire planning considerations.

2. Wildland Fires (forest, grass and brush fires)

a. Responsibility for wildland fire suppression will normally rest with the agency having jurisdictional control over the fire scene, and the senior fire official will normally be the on-the-scene senior official from that agency. Should the assisting agency reach the fire scene first, initial action and supervision will commence immediately and continue until relieved by a qualified fire official from the other agency.

b. Wildland fire incidents often overlap jurisdictional boundaries. In such situations, the senior on-scene officials from the involved agencies will determine the incident command structure (such as joint or unified command) which will most efficiently contribute to management of the incident.

3. Emergency Medical Services and Search and Rescue Incidents

a. When the York County Department of Fire and Life Safety arrives at an Emergency Medical Services (EMS) incident within Park boundaries, the County Officer in Charge will assume overall direction of all EMS activities until relieved by another County Officer/Incident Commander, or until the EMS incident has been resolved. All Park employees responding to the incident shall, to the best of their ability and training, assist the senior County Fire and Life Safety official/Incident Commander at the scene.

b. Responsibility for search and rescue incidents (SAR) will normally rest with the agency having jurisdictional control over the incident scene, and the senior SAR official will normally be the on-the-scene senior official from that agency. Should the assisting agency reach the incident scene first, initial action and supervision will commence immediately and continue until relieved by a qualified SAR official from the other agency. SAR incidents often overlap jurisdictional boundaries. In such situations, the senior on-scene officials from the involved agencies will determine the incident command structure (such as joint or unified command) which will most efficiently contribute to management of the incident.

Article IV. TERM OF AGREEMENT

This agreement will become effective upon approval by both parties and, unless earlier terminated pursuant to Article VI, this agreement will expire five years from the date of approval.

Article V. KEY OFFICIALS (NPS AND YORK COUNTY)

A. The key contact for the National Park Service is:

Alec Gould, Superintendent or designee
Colonial National Historical Park
P. O. Box 210
Yorktown, Virginia 23690
Phone: 757-898-2400

B. The key contacts for York County are:

James O. McReynolds
County Administrator, York County
P. O. Box 532
Yorktown, Virginia 23690
Phone: 757-890-3320

Stephen P. Kopczynski
Fire Chief/Director of Fire and Life Safety
P. O. Box 532
Yorktown, Virginia 23690
Phone: 757-890-3600

Article VI. LIABILITY

The parties to this agreement accept responsibility for any property damage, injury or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by law

Article VII. TERMINATION

This agreement may be terminated by mutual written agreement or by either party by providing sixty (60) days written notice to the other party and may be amended only by mutual written agreement of the parties.

Article VIII. REQUIRED CLAUSES

A. PUBLIC LAWS: Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress or the laws of the District of Columbia establishing, affecting, or relating to the Agreement.

B. APPROPRIATIONS: Nothing contained in this Agreement shall be construed as binding the Service or the County to expend in any one fiscal year any sum in excess of appropriations made by Congress or the Commonwealth, for the purposes of this Agreement for that fiscal year, or as involving the United States or the County in any contract or other obligation for the further expenditure of money in excess of such appropriations.

Article X. AUTHORIZING SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date indicated below.

Alec Gould, Superintendent
Colonial National Historical Park
Superintendent

James O. McReynolds
County Administrator
York County

Date

Date